

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION

SHERI MARTZ
Plaintiff

vs.

ADVANCE CONSTRUCTION
SERVICE INC., dba NAJOR
ENTERPRISES INC.
Defendants

Civil Action No. 5:10-cv-00167-DF

JURY REQUESTED

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE

It is hereby stipulated by and between the Plaintiff and the Defendant, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, arising from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. Advance Construction Service, Inc., d/b/a Najor Enterprises, Inc. agrees to pay the sum of Ten Thousand and no/100 Dollars (\$10,000.00), (hereinafter "settlement amount"), which sum shall be in full settlement and satisfaction of any and all claims arising from the subject matter of this lawsuit and under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C., Sections 2000e, *et seq.*, and 28 U.S.C., Section 1343, for which plaintiff or her guardians, heirs, executors, administrators, or assigns, and each of them, now have against Advance Construction Service, Inc., d/b/a Najor Enterprises, Inc., its agents, servants, and employees.

3. Plaintiff and her guardians, heirs, executors, administrators, and assigns agree to and do accept this settlement in full settlement and satisfaction and release of any and all claims, on account of the subject matter of this civil action.

4. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of Advance Construction Service, Inc., d/b/a Najor Enterprises, Inc., its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiffs will be paid out of the settlement amount and not in addition thereto.

6. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons or entities on whose behalf they are signing to the terms of the settlement.

7. Payment of the settlement amount will be made by check from Advance Construction Service, Inc., d/b/a Najor Enterprises, Inc.

Plaintiffs' attorney agrees to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

8. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety.

Date: 4-2-12

Sheri Martz
Sheri Martz. Plaintiff

State of Texas §

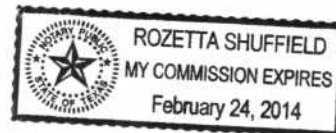
County of Bowen §

Before me, the undersigned notary public, on this date personally appeared Sheri Martz, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that she has read and understands the foregoing instrument and that she has executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 2nd day of April, 2012.

Rozetta Shuffield
Notary Public, State of Texas

My commission expires:
2-24-2014



Date: March 27, 2012

Cheryl S. Najor
Cheryl Najor, Authorized Representative
Advance Construction Service, Inc.,
d/b/a Najor Enterprises, Inc.

State of ALABAMA §

County of ESCAMBIA §

Before me, the undersigned notary public, on this date personally appeared Cheryl Najor, authorized representative of Defendant, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that she has read and understands the foregoing instrument and that she has executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 27th day of MARCH, 2012.

[Signature]
Notary Public, State of ALABAMA

My commission expires:

2/20/15